



Membership Status: **Guest** with 29 days remaining ([View Prices](#))

4:33:28 P.M.

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Welcome to Swinger Zone Central™, a way for adults to meet each other online. Swinger Zone Central™ is an interactive, online service owned, operated and provided by:

Ultimate Hosting, INC. (Swinger Zone Central™, Ultimate Hosting, INC.)
P.O. Box 637
Ruskin, FL 33575
E-Mail: webmaster@SwingerZoneCentral.com

Pictures

By using the Swinger Zone Central™, Personals Plus, INC. Website (the "Website") you agree to be bound by the terms and conditions of this Agreement (the "Terms"), as a member of the Service (a "Member"), and you agree to be bound by the Terms for as long as you continue to be a Member. Your membership in Swinger Zone Central™ service is for your sole, personal use. You may not authorize others to use your membership, and you may not assign or otherwise transfer your account to any other person or entity.

This Agreement sets out the legally binding terms of your use of the Website and your membership in the Service and may be modified by Swinger Zone Central™, Personals Plus, INC. from time to time, such modifications to be effective upon posting by Swinger Zone Central™, Ultimate Hosting, INC. on the Website. This Agreement includes Swinger Zone Central™, Ultimate Hosting, INC.'s Terms of Use Policy for Content Posted on the Website, Swinger Zone Central™, Ultimate Hosting, INC.'s, and any notices regarding the Website. The TERMS constitute the entire agreement between you and Swinger Zone Central™, Ultimate Hosting, INC. and govern your use of the Service, superceding any prior agreements between you and Swinger Zone Central™, Ultimate Hosting, INC. You may be subject to additional terms and conditions that may apply when you use affiliate services, third-party content or third-party software that may also receive a copy of this Agreement by emailing us at: webmaster@SwingerZoneCentral.com.

Promotions and Special Offers:

By using this service or signing up for this service, you agree to allow Swinger Zone Central™ to submit email messages to you regarding special promotional offers and other information pertaining to your account. This will not be considered to be "unsolicited" email.

1. Eligibility.

You must be eighteen or over to register as a member of Swinger Zone Central™, Ultimate Hosting, INC. or use the Website. Membership in the Service is void where prohibited. By using and/or viewing this site, you represent and warrant that you have the right, authority, and capacity to enter into this agreement and to abide by all of the terms and conditions of this agreement and that you are at least 18-years old (21-years old in AL, MS, NE, WY, and any other location where 18 is not the age of majority) - who are interested in and wish to have access to visual images, verbal and written descriptions and audio sounds of a sexually oriented, and frankly erotic nature. The materials, which are available within this site may include graphic visual depictions and descriptions of nudity and sexual activity and should not be accessed by anyone who is younger than 18-years old (21-years old in AL, MS, NE, WY, and any other location where 18 is not the age of majority) or who is offended by such materials or who does not wish to be exposed to such materials.

2. Term.

This Agreement will remain in full force and effect while you use the Website and/or are a Member.

Swinger Zone Central also reserves the right to remove any account at anytime for any reason or no reason to protect our service, employee's or its member base.

If Swinger Zone Central™, Ultimate Hosting, INC. terminates your membership in the Service because you have breached the Agreement, or you acted in a manner not within the spirit of the website or this agreement, you will not be entitled to any refund of unused subscription fees. Even after membership is terminated, certain provisions of this Agreement will remain in effect, including, but not limited to, Sections 4, 5, 7 and 11-19 of this Agreement.

Special Note - Threats:

Any threat posed against Swinger Zone Central™, Ultimate Hosting, INC., its employees or its members, that includes, but is not limited to, physical harm or damage, or legal or financial action being taken, will result in the immediate removal of your account with no possibility of any refund of unused subscription fees.

3. Non Commercial Use by Members.

The Website is for the personal use of individual Members only and may not be used in connection with any commercial or even non-commercial endeavors, including, but not limited to, businesses, organizations, groups, charities, services and/or events. Organizations, groups, companies, and/or businesses may not become Members and should not use the Service or the Website for any purpose. Illegal and/or unauthorized uses of the Website, including collecting usernames and/or email addresses of members by electronic or other means for the purpose of sending unsolicited email and unauthorized framing of or linking to the Website will be investigated, and appropriate legal action will be taken, including without limitation, civil, criminal, and injunctive redress.

4. Proprietary Rights in Content on Swinger Zone Central™, Ultimate Hosting, INC..

Swinger Zone Central™, Ultimate Hosting, INC. owns and retains all proprietary rights in the Website and the Service. The Website contains the copyrighted material, trademarks, private correspondence and other proprietary information of Swinger Zone Central™, Ultimate Hosting, INC., and its licensors. you may not copy, modify, decompile, reverse engineer, decode, hack, publish, transmit, distribute, perform, display, make public in any form or sell any such proprietary information without expressed written permission and this includes any and all correspondence with our staff or owners via onsite email, phone, email or any other medium.

5. Content Posted on the Site.

a. You understand and agree that Swinger Zone Central™, Ultimate Hosting, INC. may review and delete any content, messages, photos or profiles (collectively, "Content") that, in the sole judgment of Swinger Zone Central™, Ultimate Hosting, INC., violate this Agreement or which might be offensive, illegal, or that might violate the rights, harm, or threaten the safety of Members, or does not comply with the intended use or spirit of this agreement. This content may be removed with or without your being notified of such removal. The offending content may also

EXHIBIT 4-B
TO DECLARATION OF
WILLIAM LIVINGSTON

be edited by Swinger Zone Central comply with this agreement at the webmasters discretion. In the event an edit is necessary you also agree to leave such edits in place or face the complete removal of any and all content posted by you including but not limited to email messages, profile content, or any and all postings to any area of the web site.

- b. You are solely responsible for the Content that you publish or display (hereinafter, "post") on the Service, or transmit to other Members.
- c. Opinions, advice, statements, offers, or other information or content made available through the Service, but not directly by Swinger Zone Central™, Ultimate Hosting, INC., are those of their respective authors and not of Swinger Zone Central™, Ultimate Hosting, INC., and should not necessarily be relied upon. Such authors are solely responsible for such content. Swinger Zone Central™, Ultimate Hosting, INC. does not guarantee the accuracy, completeness, or usefulness of any information on the service and neither adopts nor endorses nor is responsible for the accuracy or reliability of any opinion, advice, or statement made by parties other than Swinger Zone Central™, Ultimate Hosting, INC. Under no circumstances will Swinger Zone Central™, Ultimate Hosting, INC. be responsible for any loss or damage resulting from any reliance on information or other content posted on Swinger Zone Central™, Ultimate Hosting, INC. service, or transmitted to Swinger Zone Central™, Ultimate Hosting, INC. members.
- d. By posting Content to any public area of Swinger Zone Central™, Ultimate Hosting, INC., you automatically grant, and you represent and warrant that you have the right to grant, to Swinger Zone Central™, Ultimate Hosting, INC. an irrevocable, perpetual, non-exclusive, fully paid, worldwide license to use, copy, perform, display, and distribute such information and content and to prepare derivative works of, or incorporate into other works, such information and content, and to grant and authorize sublicenses of the foregoing.
- e. You understand and acknowledge that Swinger Zone Central™, Ultimate Hosting, INC. may establish general practices and limits concerning the use of the Service, including, without limitation, to the maximum number of days that email messages, message board postings or other uploaded Content will be retained by the Service, the maximum number of email messages that may be sent from or received by an account on the Service, the maximum size of any email message that may be sent from or received by an account on the Service, the maximum disk space that will be allotted on Swinger Zone Central™, Ultimate Hosting, INC. our servers on your behalf, and the maximum number of times (and the maximum duration for which) you may access the Service in a given period of time. You agree that Swinger Zone Central™, Ultimate Hosting, INC. has no responsibility or liability for the deletion or failure to store any messages and other communications or other Content maintained or transmitted by the Service. You acknowledge that Swinger Zone Central™, Ultimate Hosting, INC. reserves the right to remove accounts that are inactive for an extended period of time.
- f. The following is a partial list of the kind of Content that is illegal or prohibited on the Website, Swinger Zone Central™, Ultimate Hosting, INC. reserves the right to investigate and take appropriate legal action in its sole discretion against anyone who violates this provision, including without limitation, removing the offending communication from the Service and terminating the membership of such violators. It includes Content that:
 - is patently offensive to the online community, such as Content that promotes solicitation, racism, bigotry, hatred or physical harm of any kind against any group or individual;
 - harasses or advocates harassment of another person;
 - involves the transmission of "junk mail", "chain letters," or unsolicited mass mailing or "spamming"
 - promotes information that you know is false (i.e., posting photos that are not of you), misleading or deceitful (i.e., single posing as a couple to circumvent a block, creating new accounts to circumvent blocks, etc.) or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous;
 - promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or links to pirated music files;
 - contains script tags (<script></script>), especially JAVA, or an overabundance of any code that is likely to, or is designed to inhibit, lock out, crash or otherwise cause damage to other members' computers.
 - contains restricted or password only access pages, or hidden pages or images (those not linked to or from another accessible page);
 - provides material that contains, portrays, or exploits people under the age of 18 (21-years old in AL, MS, NE, WY, and any other location where 18 is not the age of majority) in any manner, non-sexual or sexual, non-violent or violent, or solicits personal information from anyone under 18 (21-years old in AL, MS, NE, WY, and any other location where 18 is not the age of majority);
 - provides material that exploits animals in a sexual or violent manner;
 - provides instructional information about illegal activities such as making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;
 - solicits passwords or personal identifying information for commercial or unlawful purposes from other users; and
 - engages in commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, and pyramid schemes.
- g. You must use the Service in a manner consistent with any and all applicable laws and regulations.
- h. You may not include in your Member profile any telephone numbers, street addresses, last names, URLs or email addresses.
- i. You may not include in your Member profile, or send messages through Swinger Zone Central™, Ultimate Hosting, INC.'s mail system any information or URL, direct or indirect, that...
 - ...provides a service or services the same or similar to those offered by Swinger Zone Central™, Ultimate Hosting, INC., such as picture posting or matchmaking of any kind,
 - ...requires, encourages or influences the member to sign up for or join any group, list, web site or service, paid or free,
 - ...requires, encourages or influences the member to purchase any type of product or service,
 - ...requires, encourages or influences the member to engage in any illegal activities or schemes.
- j. You may not engage in advertising to, or solicitation of, other Members to buy or sell any products or services through the Service. You may not include in your Member profile any advertising, solicitation, or promotion of any product, business, service or event, for profit or non-profit. You may not transmit any chain letters or junk email to other Members. Although Swinger Zone Central™, Ultimate Hosting, INC. cannot monitor the conduct of its Members off the Website, it is also a violation of these rules to use any information obtained from the Service in order to harass, abuse, or harm another person, or in order to contact, advertise to, solicit, or sell to any Member without their prior explicit consent. In order to protect our Members from such advertising or solicitation, Swinger Zone Central™, Ultimate Hosting, INC. reserves the right to restrict the number of emails which a Member may send to other Members in any 24-hour period to a number which The Swinger Zone Central™, Ultimate Hosting, INC. deems appropriate in its sole discretion.
- k. NO RESALE OF SERVICE: You agree not to reproduce, duplicate, copy, sell, resell or exploit for any commercial purposes, any portion of the Service, use of the Service, or access to the Service.

6.a. Copyright Policy.

You may not post, distribute, or reproduce in any way any copyrighted material, trademarks, or other proprietary information without obtaining the prior written consent of the owner of such proprietary rights. Without limiting the foregoing, if you believe that your work has been copied and posted on the Service in a way that constitutes copyright infringement, please provide our Copyright Agent with the following information:

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest;
- a description of the copyrighted work that you claim has been infringed;
- a description of where the material that you claim is infringing is located on the Website;
- your address, telephone number, and email address;
- a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Swinger Zone Central™, Ultimate Hosting, INC.'s Copyright Agent for notice of claims of copyright infringement can be reached as follows:

Ultimate Hosting, INC.
P.O. Box 637
Ruskin, FL 33575
E-Mail: webmaster@SwingerZoneCentral.com

6.b. Picture Posting Policy.

Swinger Zone Central™, Ultimate Hosting, INC. limits the posting of photos to only those of you, the member(s). The space provided is for your photos and is intended to show others what you look like. If people other than you, the member(s), are in the posted picture, they cannot be the main object or focus of the picture and you must have their permission to post their likeness. If they previously granted their permission, but have since changed their mind and retracted that permission, the pictures must be removed immediately.

The space provided for photos may also not be used to display banners of any type - especially those that are commercial, promotional, political, controversial, abusive or libelous in nature. Humorous cartoons, especially those related to the lifestyle, are fine as long as they are not all the pictures you have and you do not post no more than ONE in the first four pictures that show up in the profile. You are also responsible for any copyright issues associated with these images.

Photos cannot have any type of personal contact information on them, including, but not limited to, phone numbers or web or email addresses on them. Children should never be depicted in any type of image on this web site. Having any child's image posted on a swingers' site in any way, shape or form is inappropriate.

Any pictures that do not conform to these Terms is subject to immediate removal without warning.

7. Lifetime Memberships.

A lifetime membership applies only to the account for which it was paid upon and is for the lifetime of Swinger Zone Central web site. This is not your lifetime or ours. This means that, as long as the web site is in operation, you will have an account. The Webmaster(s) of this web site also reserves the right to remove the account and terminate the membership of any member that does not follow the rules of this web site. As a lifetime member, you also agree to keep your account active by visiting the web site at least once within every 180 days. Any account that is inactive for more than 180 days may be removed at the discretion of the Webmaster(s) to insure that information provided to other members is current.

8. E-mail Addresses/JAVA/JAVA Script/HTML/URL's/Links(Direct or Indirect).

- All profiles must contain a current, valid email address. This address is only visible to the webmaster. Your email address is the only way we have to contact you should there be a problem with your account or you lose your username and password. Failure, on your part, to provide a current, valid email address may cause your profile to be removed. If your profile does not have a current, valid email address, you may be sent a message asking you to provide one. If this is not corrected within 48 hours, your account may be removed at the Webmaster's discretion.

To change or update your email address, click on the "Change Profile" link in the menu at the top of any page and then select "Edit Questions". The textbox for your email address is three-quarters of the way down the page. Please use only a SINGLE email address as this data field is used by Swinger Zone Central™, Ultimate Hosting, INC. and its webmasters to locate your account. Make your change(s) and then click the "Save all answers" button.

- E-mail Addresses/URL's/Links(Direct or Indirect) are NOT allowed in the essays of your profile. URL's/Links(Direct or Indirect) are NOT allowed in the messages you send to other members.
- JAVA or JAVA Script within the essay portion of your profile is strictly prohibited. In the event you place Java or Java Script within your essays the offending content will be removed or if we choose we may remove the entire profile at our discretion without the possibility of refund.
- IFRAME tags, REDIRECTORS, CURSOR replacements, MARKEES and other destructive HTML is also prohibited within the essays or on-line messaging system of Swinger Zone Central web site.
- HTML - is only allowed for the purpose of placing icons or images provided those images are not for the promotion or selling of products or services. HTML is also allowed for the purpose of changing font colors or sizes. Provided these changes do not interfere with the intended purpose of the pages they are viewed on. HTML table tags may also be used provided those table tags comply with the current standards in all browsers used on the internet today. Meaning in the event a tag does not work on a certain browser this content may be removed at our discretion. Other HTML tags may be prohibited as well as the ones listed above. In the event we remove such content you agree to comply with such removal of content unfit for this web site.

9. Member Disputes.

You are solely responsible for your interactions with others on Swinger Zone Central™, Ultimate Hosting, INC. Members. Swinger Zone Central™, Ultimate Hosting, INC. reserves the right, but has no obligation, to monitor disputes between you and other Members. If you need to file a complaint about another member of the Service, open the SWINGERZONECENTRAL profile and send a message to us with your claim. The Webmaster will act in an arbitration capacity only to resolve the dispute. However, if the Webmaster discovers that one member or the other, or both, has violated these Terms, their account(s) may be removed from the Service.

10.a Termination.

Swinger Zone Central™, in its sole discretion, may terminate your password, account (or any part thereof) or use of the Service, and remove and discard any Content within the Service, for any reason, including, without limitation:

- for lack of use. Any trial or paid user that has not been seen on the system for over 120 with the exception of a lifetime membership will be removed. Lifetime members must log into the system within 180 days in order to avoid having their account removed for neglect;
- if Swinger Zone Central™, Personals Plus, INC. believes that you have violated or acted inconsistently with the letter or spirit of the TERMS;
- any threat, real or implied, posed against Swinger Zone Central™, Ultimate Hosting, INC. or any other system owned and operated by us, or its personnel, employees, or its members made via the Service's mail system, regular email or through any other media or delivery source.
- Swinger Zone Central™, Ultimate Hosting, INC., at any time discontinues providing the Service, or any part thereof, with or without notice;

You agree that any termination of your access to the Service under any provision of these TERMS may be effected without prior notice, and acknowledge and agree that Swinger Zone Central™, Ultimate Hosting, INC. may immediately deactivate or delete your account and all related information and files in your account and/or bar any further access to such files or the Service. Further, you agree that Swinger Zone Central™, Ultimate Hosting, INC. shall not be liable to you or any third-party for any termination of your access to the Service. While Swinger Zone Central™, Ultimate Hosting, INC. reserves the right to remove your account at anytime for any reason at the webmasters discretion, of course the reason will be justified if this become necessary. However, Swinger Zone Central™, Personals Plus, INC. is under no obligation to provide such justification. If your account was removed in error or by software or hardware failure Swinger Zone Central will make every effort to get you setup with a new account as soon as possible. However, you will agree to hold harmless Swinger Zone Central™, Ultimate Hosting, INC., its officers, directors, employees, agents and third parties, for any losses, costs, liabilities and expenses (including reasonable attorneys' fees) relating to such account.

If your account has been removed by us and you receive a notification in any form banning you from returning. Under this agreement you will be bound by this notification.

Should you violate this part of the the agreement:

You will be subject to a \$1000 fine for each infraction and or violation of this section of this agreement.

Under this agreement you grant us the right to charge your credit \$1000 for each violation of this section of the agreement.

Should you attempt to chargeback this fine. You will be subject to any and all applicable law in the state of Florida regarding collections.

10.b Termination Requests.

Swinger Zone Central™ is under no obligation to remove your account even at your request. For security reasons your account will not be removed if in our opinion we do not think the removal request is valid.

11. Privacy.

Swinger Zone Central™ will keep confidential all information supplied by you to Swinger Zone Central™, including credit card number(s), and shall use or disclose such information only for the purposes for which such information was collected, or as required by law. All information supplied by you will be kept private and confidential in all cases except when ordered by a court of law to disclose any or all information supplied.

12. Disclaimers.

Swinger Zone Central™, Ultimate Hosting, INC. is not responsible for any incorrect or inaccurate Content posted on the Website or in connection with the Service, whether caused by users of the Website, Members or by any of the equipment or programming associated with or utilized in the Service. Swinger Zone Central™, Ultimate Hosting, INC. is not responsible for the conduct, whether online or offline, of any user of the Website or Member of the Service. Swinger Zone Central™, Ultimate Hosting, INC. assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, user or Member communications. Swinger Zone Central™, Ultimate Hosting, INC. is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or at any Website or combination thereof, including injury or damage to users and/or Members or to any other person's computer related to or resulting from participating or downloading materials in connection with the Web and/or in connection with the Service. Under no circumstances will Swinger Zone Central™, Personals Plus, INC. be responsible for any loss or damage, including personal injury or death, resulting from anyone's use of the Website or the Service, any Content posted on the Website or transmitted to Members, or any interactions between users of the Website, whether online or offline. The Website and the Service are provided "AS-IS" and Swinger Zone Central™, Ultimate Hosting, INC. expressly disclaims any warranty of fitness for a particular purpose or non-infringement. Swinger Zone Central™, Personals Plus, INC. cannot guarantee and does not promise any specific results, expressed or implied, from use of the Website and/or the Service. Swinger Zone Central™, Personals Plus, INC. cannot guarantee and does not promise that any Content you post or transmit through the Service is safe from being copied and/or displayed by another member. We have made it difficult, but it is not impossible.

13. Limitation on Liability.

Except in jurisdictions where such provisions are restricted, in no event will Swinger Zone Central™, Ultimate Hosting, INC. be liable to you or any third person for any indirect, consequential, exemplary, incidental, special or punitive damages, including also lost profits arising from your use of the Web site or the Service, even if Swinger Zone Central™, Ultimate Hosting, INC. has been advised of the possibility of such damages. Notwithstanding anything to the contrary contained herein, Swinger Zone Central™, Ultimate Hosting, INC.'s liability to you for any cause whatsoever, and regardless of the form of the action, will at all times be limited to the amount paid, if any, by you to Swinger Zone Central™, Ultimate Hosting, INC. for the Service during the term of membership.

14. U.S. Export Controls.

Software from this Website (the "Software") is further subject to United States export controls. No Software may be downloaded from the Website or otherwise exported or re-exported (i) into (or to a national or resident of) Cuba, Iraq, Libya, North Korea, Iran, Syria, or any other Country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or using the Software, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

15. Disputes.

If there is any dispute about or involving the Website and/or the Service, by using the Website, you agree that the dispute will be governed by the laws of the State of Florida without regard to its conflict of law provisions. You agree to personal jurisdiction by and venue in the state and federal courts of the State of Florida, City of Tampa, County of Hillsborough.

16. Indemnity.

You agree to indemnify and hold Swinger Zone Central™, Ultimate Hosting, INC., its subsidiaries, affiliates, officers, agents, and other partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Service in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above.

17. Severability.

This Agreement, accepted upon use of the Website and further affirmed by becoming a Member of the Service, contains the entire agreement between you and Swinger Zone Central™, Ultimate Hosting, INC. regarding the use of the Website and/or the Service. If any provision of this Agreement is held invalid, the remainder of this Agreement shall continue in full force and effect.

18. Chargeback Policy.

In the event you attempt to chargeback your membership fee, or threaten to chargeback your membership fee, your access to the website will be immediately revoked and your information will be forwarded to our collection agency to get payment. This will include being billed for any and all collection fees, including, but not limited to; a \$50 chargeback fee, third party collection fees, attorney's fees and any and all administration fees accrued in an effort to obtain information to collect said fees. This policy will remain in affect even if the service provided is no longer available to you due to your violation of any part of this agreement. This policy will also be enforced by any and all legal remedies necessary to insure your payment is received.

19. Spam Policy.

Anyone found to engage in any type of spam will be removed from the website without possibility of refund for any unused time.

This document can always be found at <http://www.SwingerZoneCentral.com/privacy.aspx> unless otherwise indicated here.

Please [contact us](#) with any questions regarding this agreement. Swinger Zone Central™ is a trademark of Ultimate Hosting, INC.

20. Interaction.

Your use and interaction with other members of this website is done at your own risk. Swinger Zone Central™, Ultimate Hosting, INC. neither implies nor states in anyway that it screens it's members.

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